

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell Telephone Company (NEVADA) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 As used herein, NEVADA means the above listed ILEC doing business in Nevada.
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), NEVADA and CLEC will negotiate prices.
- 1.4 For modifications of NEVADA's plant facilities see the BFR process to satisfy the CLEC request.
- 1.5 All prices appearing on the Appendix Pricing sheet are subject to change at the direction of the Nevada PUCN and will be changed on a going forward basis.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed NEVADA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a

fraction of a mile, **NEVADA** will round up to the next whole mile before determining the mileage and applying rates.

- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five categories of rates.
- 3.2 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an end user currently receiving non-complex service from the **NEVADA** network, without any changes to **NEVADA**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 Rate Structure for ULS

4.1.1 Inter Switch Originating

- 4.1.1.1 When any call originates from an ULS Port, CLEC will pay the ULS Interoffice - Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (MOU). If the call routes over

NEVADA's network, the CLEC will pay Shared Transport, Fixed and Per Mile.

4.1.2 Inter Switch Terminating

- 4.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS Interoffice - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of Local Calls originated from a **NEVADA** End User and terminated to a ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **NEVADA** End User ports. These ULS-T charges are not applicable on Intra Switch calls.

4.1.3 Intra Switch

- 4.1.3.1 CLEC will pay only ULS Intraoffice – Originating Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

4.2 IntraLATA and InterLATA Toll Calls

- 4.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **NEVADA** ULS customers and delivered to the IXC at the **NEVADA** access tandem, the CLEC will pay ULS-O, Tandem Switching, and Common Transport. Where an IXC elects to collect this traffic at a **NEVADA** End Office Switch via dedicated trunking, the CLEC will pay ULS-O.
- 4.2.2 Terminating Toll - For IntraLATA and interLATA toll calls terminated to a **NEVADA** ULS customer and delivered via the **NEVADA** tandem, the CLEC will pay ULS-T, Tandem Switching, and Common Transport. Where an IXC is directly interconnected at the **NEVADA** End Office Switch, the CLEC will pay ULS-T.

- 4.3 **NEVADA** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.
- 4.4 With ULS, **NEVADA** will provide SS7 signaling for all originating calls in the same manner as **NEVADA** uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL "set-up per call" charge.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.